

“OSIA QUALIFIED” TRADEMARK LICENSE AGREEMENT [OTLA]

BETWEEN Secure Identity Alliance (“SIA”), ASBL incorporated under the laws of Belgium, having its registered office at Boulevard Auguste Reyers 80, 1030 Schaerbeek, Belgium, registered with the Register of Legal Entities of Belgium under the number BE 0785.731.573.

duly represented by Jean-Claude Perrin], in its capacity of General secretary,

Hereinafter referred to as “Licensor” or “Secure Identity Alliance”,

AND the undersigned Licensee (“For Licensee”), is effective as of the date executed by both Parties, and is entered into in connection with Licensee’s participation in the OSIA qualification program

Hereinafter referred to as the “Licensee” or “Product Vendor”,

Licensor and the Licensee are hereinafter jointly referred to as the “Parties”, or each individually as a “Party”.

BACKGROUND,

The Licensor is an expert and globally recognised not-for-profit organisation bringing together public, private and non-government organisations to foster international collaboration, help shape policy, provide technical guidance and share best practice in the implementation of identity programmes.

The Licensee is described at the end of this document on the section “Licensee Registration Form”.

OSIA (Open Standards Identity APIs) enables seamless connectivity between building blocks of the identity management ecosystem – independent of technology, solution architecture or vendor. The OSIA qualification program managed by the GlobalPlatform on behalf of the Security Identity Alliance (SIA) aims at addressing requirements for OSIA compliance.

The OSIA Qualification Process is a verification by the GlobalPlatform Certification Body (CB) that a Product has demonstrated sufficient conformance to the OSIA Specifications [Specs] and (if applicable) to a specific Configuration [Configs].

The OSIA Qualification Process document addresses the different steps that a vendor must follow to obtain an OSIA qualification.

The GlobalPlatform website (today at <https://globalplatform.org/osia-qualification-program/>) provides the latest requirements and documents including processes, agreements, templates, operation Bulletins, and the certification fee policy. In case of difference in contents, the versions of the documents published on the website apply and supersede the information that is provided in this document.

OTLA

The Parties intend to enter a contract by virtue of which SIA, whilst retaining ownership, authorizes the Product Vendor to use the OSIA Qualified trademark (“The Trademark”) and the logo associated with it, under the terms and conditions set out in the present contract, in accordance with the requirements attached to this agreement (“Reproduction Requirements”), and under the condition that the Licensor has received and continues to maintain a valid GlobalPlatform Qualification.

Hereinafter referred to as “the Agreement”.

NOW, THEREFORE, the Parties agree as follows:

Article 1 Definitions

As used throughout this Agreement (including the attached Schedules), the following definitions shall apply:

- a. **“OSIA”**: Open Standards Identity APIs— this program enables seamless connectivity between building blocks of the identity management ecosystem – independent of technology, solution architecture or vendor.
- b. **“GlobalPlatform Website”**: GlobalPlatform’s public website currently located at <http://www.globalplatform.org> , and any successor or replacement website thereto. This website provides the latest requirements and documents including processes, agreements, templates, operation bulletins, and the certification fee policy. In case of difference in contents, the versions of the documents published on the website apply and supersede the information that is provided in this document.
- c. **GlobalPlatform Certification Body (GlobalPlatform CB)**: The GlobalPlatform entity that manages all GlobalPlatform certification schemes.
- d. **“Secure Identity Website”**: Secure Identity Alliance’s public website currently located at www.secureidentityalliance.org, and any successor or replacement website thereto.
- e. **“OSIA Qualification” or “Qualification”**: Written validation by GlobalPlatform, that a given Product has undergone approval tests and is formally recognized by GlobalPlatform as having satisfactorily demonstrated compliance with the relevant and then current OSIA specifications for the applicable Product. GlobalPlatform was appointed by SIA as the OSIA Qualification Program global administrator, as stated in the Qualification Authority Agreement.
- f. **“The Trademark” or “Licensed Mark”**: Unique “OSIA Qualified” licensed mark.
- g. **“Trademark Guidelines”**: The OSIA Qualified Mark Usage Guidelines as amended from time to time by Secure Identity Alliance in its sole discretion, the current version of which is attached hereto as Schedule 1. The Trademark Guidelines are also available on both GlobalPlatform and Secure Identity Alliance’s websites.
- h. **“Products”**: In this Agreement, the term refers to the Products using one or several OSIA APIs and submitted for OSIA Qualification by the Product Vendors. Not all Products integrate all OSIA APIs. After successful validation, the Products are considered OSIA Qualified.
- i. **“Product Vendors”**: An entity (i.e. systems developers and integrators) submitting a Product for assessment under the OSIA Qualification Process.
- j. **“Intellectual Property Right” or “IPR”**: any intellectual property right conferred by law or contract to the Licensor, such as patents, copyrights, copyrights in software code, design rights, utility models, trademarks, service marks, trade secrets, know-how, database rights and other rights in the nature of

intellectual property rights (whether registered or not) including pending applications for such rights. The Trademark is part of the IPR.

- k. **“Effective Date”**: the last date of signature of this Agreement.
- l. **“Agreement”**: the current license agreement, including any annexes and any documents referred in this agreement.

Article 2 Intellectual Property Rights

- 2.1. The Licensor represents and warrants that it is the exclusive owner of the Trademark licensed in the present Agreement and all rights therein and goodwill pertaining thereto.
- 2.2. The Licensor therefore has full rights to grant license for the exploitation of the said Trademark and to authorize the inclusion of the Trademark into Product Vendors’ Products.
- 2.3. The Licensor has to date not granted any licenses for the Trademark that would prevent it from proceeding to the License (as defined below) granted under this Agreement.

Article 3 Grant of License

- 3.1. The Licensor hereby grants to the Licensee a license (“License”) subject to the terms and conditions of this Agreement.
- 3.2. The License shall include the right to use the Trademark. It shall be a limited, non-exclusive, non-transferable, royalty free and revocable license.
- 3.3. The License shall apply worldwide.
- 3.4. Other than the Intellectual Rights explicitly licensed under this Agreement, the Licensee does not receive any right, title, or interest in the Trademark or any other (intellectual) property rights pertaining to the Licensor.
- 3.5. The License is subject to the Licensee’s receipt, continued maintenance of, and compliance with all Licensor’s and GlobalPlatform requirements and policies relating to the OSIA Qualification and Trademark Guidelines.
- 3.6. The Licensee may not sublicense any of the foregoing rights except as set forth in the present Agreement. The Licensee shall not indicate or suggest in any way to be licensed or otherwise permitted to use any Trademark except as expressly provided above in connection with the type of Qualification received.

Article 4 Duration of the Agreement

The term of this Agreement (or “License Term”) shall commence upon the License Effective Date and shall continue as long as the Licensee has a valid GlobalPlatform Qualification unless it is earlier terminated by

either Party in accordance with the terms and conditions of the Agreement. The term of this Agreement shall automatically expire upon the expiration or termination of all of Licensee's Qualifications.

Article 5 Termination of the Agreement

5.1. The Parties may terminate this Agreement without cause, without opportunity to cure and without incurring any liability or indemnity, subject to the following conditions:

5.1.1. Licensors may terminate the Agreement without cause (a) immediately upon notice if it is discontinuing the business of licensing the Trademark and terminating all licenses of the Trademark, or (b) by providing Licensee with one hundred twenty (120) days prior written notice of its intent to terminate, such termination to be effective at the end of such one hundred twenty (120) day period.

5.1.2. Licensee may terminate this Agreement without cause, provided that Licensee has given one hundred twenty (120) days prior written notice to Licensors of its intent to terminate.

5.2. Licensors may terminate this Agreement for cause if the Licensee materially breaches any term of this Agreement. In addition, and without limitation of the foregoing, Licensors may terminate this Agreement for cause for any one of the following reasons:

- (i) Licensee defaults to its obligations hereunder and violates or does not comply or cooperate fully with any material terms of this Agreement, including by way of example and without limitation, any requirement of the Trademark Guidelines or any provision of this Agreement relating to ownership, quality control or audits. Provided that, if the default can be remedied, the Licensee has failed to remedy such default within twenty (20) calendar days following a notice of default;
- (ii) Licensee files for bankruptcy, enters into liquidation (whether compulsory or voluntary) or the Licensee compounds or makes any voluntary arrangement with its creditors or has a receiver, administrative receiver, administrator, or other encumbrancer appointed of all or part of its assets or takes or suffers any similar action in consequence of debt or becomes unable to pay its debts as and when they fall due.
- (iii) Licensee does not possess a valid OSIA Qualification.
- (iv) Licensee fails to maintain compliance with the relevant standards on which its OSIA Qualification is based or any of the requirements for its OSIA Qualification, or the OSIA Qualification was terminated by the GlobalPlatform Certification Body after a Non-Conformance Investigation.

5.3 Upon expiration or termination of this Agreement, Licensee shall cease the use of the Trademark, including any electronic display of the Trademark, and cause all of its potential sublicensees to do the same.

5.4. In the event of expiration or termination, Licensee shall, at its sole cost and expense: (i) within ninety (90) days after expiration or termination, dispose of or return to Licensor (and cause all of its sublicensees to do the same), at Licensor's discretion, the Trademark and copies thereof in its possession or control (including without limitation, displayed on or caused to be displayed by Products or other materials which are on hand or in process at the time of such termination), (ii) take all necessary steps to fully wind down its distribution and use of the Trademark during such ninety (90) day period (and cause its sublicensees to do the same), and (iii) cease (and cause its sublicensees to cease) all distribution and use of any Products or other materials displaying or causing the display of any of the Trademark on or before the end of such ninety days (90).

Article 6 Sub-Licensing

6.1. The Licensee may grant sub-licenses only with prior written approval of the Licensor. If approved, the sub-licensing agreement must contain all material provisions of this Agreement. Licensee shall see to it that a sub-licensee fulfils the conditions of the present Agreement and will be responsible for its compliance. The Licensor's approval is not necessary in case of sub-licensing to affiliates of the Licensee (as defined as "any company directly or indirectly controlled by the Licensee, which directly or indirectly controls the Licensee, or which is directly or indirectly controlled by a company directly or indirectly controlling the Licensee, either by capital or by voting rights"), but there must be a commitment for the sub-licensee to fulfill the conditions of this License, and Licensee shall be responsible for the compliance of the sub-licensee.

6.2. Notwithstanding the foregoing, Licensee may assign this Agreement, including all of its rights and obligations under this Agreement, to any successor of its business that at the time satisfies all of the conditions and requirements for each Qualification then possessed by Licensee.

6.3. The validity and scope of the sub-license shall depend on the validity and extent of the main License subject to the present Agreement and shall in any case not contain more rights.

Article 7 Liability for Faults

7.1. The Licensor shall only be responsible for any adverse impact on the License through third party rights that exist at the date of the conclusion of this Agreement. This liability shall only apply if the Licensor was aware or was negligently unaware of such adverse impact at the date of the conclusion of this Agreement.

7.2. Licensee shall hold Licensor harmless against any claims of third parties based on an incorrect use of the Trademark.

Article 8 Royalty

8.1. The Licensee shall not pay any royalty to the Licensor.

Article 9 Audit right

9.1. The Licensee recognizes and understands the critical importance of Licensor's right to exercise quality control over the use of the Trademark to protect the goodwill associated with the Trademark.

9.2. The Licensor or an independent auditor appointed by the Licensor may, upon fourteen (14) day's prior notice to Licensee, audit at the Licensee's internal processes regarding the use of the Trademark logo as well as any advertising, promotional materials, documentation, or websites displaying the Trademark in order to verify its operation and exploitation of the License and its compliance with the terms and conditions of this Agreement. Audits will take place during business days.

9.3. To the extent any material deficiencies are identified by such audit, Licensee must remediate those deficiencies or provide a remediation plan to Licensor within fourteen (14) calendar days, except if such delay should be considered unreasonable. Licensee will start implementing the remediation plan after having received Licensor's written consent. In case of material deficiencies Licensee will refund the reasonable costs of such audit.

Article 10 Cessation of Intellectual Property Rights

10.1. If, as a result of a third-party intervention, any Intellectual Property shall be conclusively annulled, then this shall not affect the validity of this Agreement. The Licensee shall, however, have the right to terminate this Agreement with a notice period of two (2) months, starting from the day after which the decision on the annulment of the Intellectual Property shall have become conclusive.

Article 11 Labelling of Products

11.1. The Licensee shall label any Products bearing the Trademark or any other Intellectual Property with successive and permanently readable numbering and the clearly visible reference: "under the license of the Secure Identity Alliance",

11.2. The Licensee shall have the right to place its company name, trade name, and trademarks on such Products.

Article 12 No Challenge of Intellectual Property Rights

12.1. During the term of this Agreement, and thereafter, the Licensee shall not do any of the following:

- (i) Challenge the validity of the Trademark or any applications or registrations therefor;
- (ii) Challenge SIA's title to or exclusive rights in and to the Trademark;
- (iii) Challenge the validity of this Agreement;
- (iv) Argue that Licensee's rights granted under this Agreement are any greater than the rights of the Licensor;
- (v) Apply for registration of the Trademark, name, logo, or other designation which is confusingly similar to or dilutes the distinctiveness of the Trademark, including without limitation any use in a company name or domain name;
- (vi) Use or permit others to use the Trademark, name, logo, or other designation which is confusingly similar to or dilutes the distinctiveness of the Trademark in any manner or commit any other act that would jeopardize SIA's rights, including without limitation any use in a company name or domain name;
- (vii) Take any action that is intended to or could have the effect of invalidating any of Licensor's rights in,

- registrations for, or applications to register, the Trademark;
- (viii) Make public statements which disparage the Licensor, the Trademark or any specifications, requirements, guidelines, or other materials of the Licensor;
- (ix) Use the Trademark in a manner which would tend to make such mark generic or merely descriptive.

Article 13 Enforcement of Intellectual Property

13.1. The Licensor shall have the exclusive right to take any and all actions to enforce its rights against any unauthorized users, including without limitation sending infringement notices and bringing infringement actions. The Licensor is free to choose whether or not to take any action at its own expense to prevent an infringement by any third party of the Intellectual Property.

13.2. The Licensee, at the Licensor's expense, shall cooperate with the Licensor as reasonably necessary to protect any of Licensor's rights to the Trademark and, should the Licensor choose to register the Trademark, to register and maintain the registrations of Trademark in all jurisdictions in which the Trademark is used in connection with a Qualification, and such cooperation shall include but not be limited to executing all documents reasonably required by the Licensor, and supplying the Licensor with samples of use and other materials reasonably required by the Licensor for such purposes.

13.3. The Parties hereto mutually agree to notify each other in writing of any infringement of the Intellectual Property that they shall become aware of. The Licensee shall grant all reasonably necessary support in Licensor's enforcement of its Intellectual Property in relation to third parties.

13.4. Any award, or portion of an award, recovered by the Licensor in any such action or proceeding commenced by the Licensor shall belong solely to the Licensor after recovery of each Party's respective actual out-of-pocket costs.

13.5. If the Licensee, as a result of the use of the Intellectual Property, is attacked for infringement of third-party intellectual property rights, then it shall immediately notify the Licensor thereof and allow it the opportunity to be joined in potential litigation.

Article 14 Data Protection

14.1. In the context of their professional relations established by this Agreement, the Parties undertake to comply with the laws and regulations in force, applicable to the processing of personal data and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 applicable as from 25 May 2018.

14.2. The Parties might process personal data regarding identity (name, surname) and contact details (email address, phone number) of staff members of the other Party involved and necessary for the performance of the Agreement. This data will be stored and processed in accordance with the receiving Party's privacy policy and in compliance with the applicable laws and regulations.

Article 15 Miscellaneous

15.1. This Agreement, its appendices, as well as any other legal documentation supplementing it, constitute the entire Agreement between the Parties with respect to its subject matter. It shall replace all prior agreements or arrangements, whether written or oral, between the Parties. This Agreement may only be amended in writing signed by duly authorized representatives of both Parties.

15.2. In performing their obligations, and exercising their rights, under this Agreement, the Parties will be independent contractors, and neither will have the authority to bind or act as an agent for the other. No other partnership, joint venture, or other business organization is created by this Agreement.

15.3. Licensee may not assign or transfer its interests, rights, or obligations under this Agreement by written agreement, merger, consolidation, operation of law, or otherwise, without the prior written consent of an authorized representative of the Licensor. Any attempt to assign this Agreement by Licensee without prior consent shall be null and void.

15.4. If one or more provisions of the Agreement are declared void, unlawful, or unenforceable, this shall not result in the nullity of the entire Agreement and its articles. The Parties shall replace such provision(s) with a valid provision that best reflects the content and intent of the void, unlawful, or unenforceable provision(s).

15.5. No failure or delay on the part of either Party to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy.

15.6. In performing its obligations under this Agreement, neither Party will be required to undertake any activity that would conflict with the requirements of any applicable law, statute, rule, regulation, interpretation, judgment, order or injunction of any governmental authority ("Applicable Law"). Licensee shall take all reasonable steps under the circumstances to ensure that its advertising, promotional materials, documentation, and websites displaying the Trademark comply with all Applicable Law.

15.7. The Licensee will not use the Trademark and its logo for any communication relating to a Product that has not received the OSIA Qualification.

16.8. Licensee agrees that SIA may publish on its website and in other publications a list of the Products and/or Product Vendors that have received Qualifications, and are therefore eligible to use the Trademark under this Agreement.

Article 16 Applicable law and jurisdiction

16.1. This Agreement shall be exclusively governed, interpreted and enforced by Belgian law.

16.2. All disputes, legal or equitable action and proceeding arising from or in conjunction with the validity, interpretation, or execution of this Agreement shall be referred to the courts of Brussels, Belgium. However, proceedings base on infringement of Intellectual Property Rights may be entered in the territory where the infringement occurs.

OTLA

In witness thereof both Parties duly represented have signed the present Agreement.

For Licensor

Name: _____

Title: _____

Signature + Date: _____

For Licensee

Name: _____

Title: _____

Signature + Date: _____

Schedules

Schedule 1: GlobalPlatform OSIA Qualification Process

Schedule 2: Reproduction Requirements

Schedule 3: OSIA Qualified Mark logo files

Licensee Registration Form

This Licensee Registration Form is to be completed by Licensee and attached to the accompanying TRADEMARK LICENSE AGREEMENT between the undersigned Licensee and Secure Identity Alliance (“SIA”).

Licensee Company Legal Name: _____

Licensee Company existing under the laws of: _____

Address of Licensee’s registered office: _____

Licensee Contact Name: (for legal notices) _____

Licensee Contact Email address (for legal notices): _____

Licensee Contact Telephone Number: _____

Licensee Contact Facsimile Number: _____

Licensee Business Contact Name: _____

Business Contact Email address: _____

Business Contact Phone number: _____

Business Contact Facsimile number: _____

What products or services is Licensee providing or does Licensee plan to make available using the Licensed Works?

Form Prepared By: _____

“Print Name and Title”

Date: _____